

Behavioral Consultation Contract

1. Introduction and Definitions:

This Agreement is between Nelson County School District (288 Wildcat Lane, Bardstown, KY 4004) (herein after called 'NCSD') and Amy D. Spriggs, Ph.D. (herein after called 'Consultant').

The Agreement will be in accordance with the following Terms and Conditions unless and until an alternative is specifically agreed between the Parties.

2. Purpose of the Agreement:

The purpose of the Agreement is to provide behavioral consultation to NCSD. This consultation will include behavioral observations, interviews, record reviews, meetings and written and/or verbal feedback regarding findings. Collection of these data will occur from time to time as necessary to initiate and continue the delivery of behavioral intervention services. Furthermore, the Consultant will provide NCSD with suggestions for interventions and will provide training to employees to carry out interventions.

The terms of this Agreement will be carried out in NCSD schools, as requested by NCSD administration. Meetings with school administrators will be conducted with the knowledge of NCSD district administration. Meetings with individual teachers will be conducted with the knowledge of school administrators. Meetings with parents/guardians will only be conducted upon the request of the NCSD district administration. Any individual interaction between the Consultant and a student of NCSD will be conducted in the presence of an employee of NCSD.

3. Commencement date and duration of the Agreement:

This Agreement will commence on August 1, 2018 and will continue until a time deemed fit by both parties; however, either party may terminate the Agreement by giving thirty (30) days written notice. This Agreement shall be terminated immediately for any act by Consultant which is deemed by NCSD to be harmful to students or is deemed to seriously harm the reputation of NCSD.

4. Fees and expenses:

Fees for the Agreement will be as follows:

On-site consultation will be charged at a rate of \$150 USD per hour. Consultation delivered through electronic means (Skype, Facetime) or by phone will be charged at a rate of \$75 USD per hour. All consultation fees will be rounded to the nearest quarter hour. Round-trip travel between the Consultant and NCSD will be charged at a flat rate of \$75 per on-site visit (approximately 112 miles round trip). No subsistence or other expenses will be charged to NCSD unless specifically agreed, in advance, between the two parties.

5. Invoices and payment:

Unless specifically agreed otherwise, invoices will be submitted monthly by the Consultant and payment made within 30 days.

6. Confidentiality

The Consultant will not divulge to third parties matters confidential to NCSD (whether or not covered by this Agreement) without explicit permission and request from NCSD Administrators. Except where specifically agreed otherwise, all material, data, information, etc. collected during the course of the Agreement will remain in the possession of the Consultant and NCSD and not used without their permission. Furthermore, the Consultant will comply with federal and state law dealing with the confidentiality of education/medical records.

7. Publication of material/Dissemination of experiences for training purposes:

Should results of the work performed in the Agreement provide for the publication of material, the following specific conditions shall apply:

- (a) NCSD will retain the right to edit the final draft prior to publication;
- (b) prior to publication, the Consultant and/or others associated with the publication shall not disclose any data obtained or produced for the purposes of the project to any other party unless NCSD and student's parents have given prior approval in writing;
- (c) the Consultant will provide to NCSD copies of all material, data etcetera collected specifically under this Agreement and indicate the source of other material used;
- (d) the Consultant will, except where specifically agreed otherwise, hold copyright to the publication;
- (e) Dissemination of experiences, in coursework or in-service training, is needed to prepare future behavioral consultants with actual cases. NCSD will allow for disseminating these experiences for training purposes as long as the following criteria are met:
 - (1) NCSD will not be identified by likeness, geography, name, or other identifiable characteristic.
 - (2) The student(s) will not be identified by name, location, or other identifiable characteristic.
 - (3) No video or audio will be used that could lead to identification of NCSD or student(s), without first attaining written permission from parents/guardians and NCSD administrators.
 - (4) Pseudonyms will be used when discussing specific student(s) data.

For Nelson County School District (NCSD)

Signed: _____

Date: _____

Name: _____

Designation: Superintendent

For the Consultant



Signed: _____

Date: 7/12/18

Name: Amy D. Spriggs, Ph.D.

Designation: Behavioral Consultant